

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

Between:

CITY OF NORTH WILDWOOD,
CAPE MAY COUNTY, NEW JERSEY

- and -

WILDWOOD LOCAL #59
POLICEMEN'S BENEVOLENT ASSOCIATION
OF NEW JERSEY

January 1, 1973 through December 31, 1974

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INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	MANAGEMENT RIGHTS	2
III	GRIEVANCE PROCEDURE	3
IV	P.B.A. REPRESENTATIVES	6
V	DEDUCTIONS FROM SALARY	7
VI	NO-STRIKE PLEDGE	8
VII	SICK LEAVE	10
VIII	WORK WEEK, OVERTIME	13
IX	EXCHANGE OF DAYS OFF	14
X	VACATIONS	15
XI	HOLIDAYS	16
XII	INSURANCE, HEALTH AND WELFARE	17
XIII	CLOTHING ALLOWANCE	18
XIV	TIME OFF	19
XV	MILITARY LEAVE	20
XVI	COURT TIME	21
XVII	QUALIFICATION OF EMPLOYMENT	22
XVIII	PERMISSION TO LEAVE THE CITY	23

XIX	PATROL CARS	24
XX	UNSAFE VEHICLES	25
XXI	WAGES	26
XXII	LONGEVITY	27
XXIII	PROBATIONARY PERIOD	28
XXIV	SAVINGS BONDS	29
XXV	MANPOWER	30
XXVI	MISCELLANEOUS PROVISIONS	31
XXVII	SEPARABILITY AND SAVINGS	32
XXVIII	FULLY BARGAINED PROVISIONS	33
XXIX	TERM AND RENEWAL	34

PREAMBLE

This Agreement entered into this 1st day of June, 1973, by and between the CITY OF NORTH WILDWOOD, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and WILDWOOD LOCAL #59 of THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, hereinafter called the "P. B. A.", represents the complete and final understanding on all bargainable issues between the City and the P. B. A.

ARTICLE I

RECOGNITION

A. The City hereby recognizes Wildwood Local #59 of the New Jersey State Policemen's Benevolent Association as the exclusive collective negotiations agent for all Patrolmen, Sergeants, Lieutenants and Captains in the Police Department.

B. The title of Policeman shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the P. B. A.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the P. B. A. or the City.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under

Article III continued:

the provisions hereof within ten (10) days of the occurrence of the grievances and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the P.B.A. and signed by the aggrieved and filed with the Director of Public Safety (or his representative) within five (5) days following the determination by the Chief of the Department.

(b) The Director of Public Safety, or his representative, shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Director of Public Safety, the matter may be submitted to the Mayor and Council.

(b) The Mayor and Council shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Article III continued:

Step Four - Arbitration:

(a) If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the American Arbitration Association within ten (10) days after the determination by the Mayor and Council. An Arbitrator shall be selected pursuant to the Rules of the A.A.A.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Council. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The P.B.A. shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the Arbitrator shall be borne equally between the City and the P.B.A. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE IV

P. B. A REPRESENTATIVES

A. The City agrees to grant time off, not to exceed one (1) week, to any employee designated by the P. B. A. to attend P. B. A. Local #59, State and international meetings or conventions provided seventy-two (72) hours written notice is given to the Chief of the Department by the P. B. A. No more than three (3) employees shall be granted time off at any one time. Exceptions may be made to this notice requirement in case of emergency.

B. Accredited representatives of the P. B. A. may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P. B. A. decides to have its representatives enter the City facilities or premises, it will request such permission from the appropriate City representatives and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of City Government or normal duties of employees.

C. One (1) P. B. A. representative and one (1) assistant P. B. A. representative may be appointed to represent the P. B. A. in grievances with the City.

D. During collective negotiations, authorized P. B. A. representatives, not to exceed four (4), shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay.

ARTICLE V

DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the P.B.A. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A (R.S.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the P.B.A. office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City new authorizations from its members showing the authorized deduction for each employee.

C. The P.B.A. will provide the necessary "check-off authorization" form and deliver the signed forms to the City Comptroller. The P.B.A. shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the P.B.A. to the City.

ARTICLE VI

NO-STRIKE PLEDGE

A. The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Municipality. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however to the application of the Grievance Procedure contained in Article III.

C. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Municipality.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it

may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

ARTICLE VII

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees, or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family as defined in Civil Service Regulations.
3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the employee's own doctor. Such payments shall be discontinued when an employee is placed on disability leave or pension.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of fifteen (15) days per year. Part-time permanent employees shall be entitled to sick leave as established by regulation.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used

Article VII continued:

if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the City shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The City may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious

Article VII continued:

disease a certificate from the Department of Health shall be required.

3. In case of death in the immediate family, reasonable proof shall be required.

4. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the City, by a physician of the employees' choice, or employee's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE VIII
WORK WEEK, OVERTIME

A. The present work schedule shall continue in effect. In the event the members of the Department wish to revert back to the 40-hour work week in effect prior to the present 42-hour work schedule, with the approval of the Police Committee, the City shall make every effort to speedily institute said 40-hour work week.

B. If an employee is required to work longer than an eight (8) hour day, he shall be entitled to overtime at his regular rate of pay. If an employee is required to work more than a forty (40) hour week, he shall be entitled to overtime pay at his regular rate of pay.

C. In construing overtime, fifteen (15) minutes shall constitute a full hour.

D. If an employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of three (3) hours at his regular rate of pay.

E. If an employee is recalled to duty, he shall receive a minimum of three (3) hours at his regular rate of pay.

F. Stand-by. If an employee is required to stand by at his residence or any other place, he shall be compensated for such stand-by time at his regular rate of pay with a three (3) hour minimum guarantee.

ARTICLE IX

EXCHANGE OF DAYS OFF

The Chief of the Department, or his designee, may grant the request of any permanent member of the Department to exchange hours, duties, or days off. Such request, if granted, shall be on a uniform basis with standard rules and regulations established by the Chief and applying to all permanent members of the Department who make such request.

ARTICLE X

VACATIONS

A. Annual vacations shall be granted as follows:

Up to the end of the first (1st) calendar year	-	One (1) working day for each month worked
2nd - 4th year	-	15 working days
5th - 9th year	-	20 working days
10th - 15th year	-	25 working days
15th year to time of retirement	-	30 working days

B. Vacations shall be chosen by seniority and shall be taken from Labor Day to June 15. Vacations which encompass the Christmas Holiday shall be rotated according to seniority. An employee shall not be recalled on his vacation days except in cases of emergency.

C. Vacation time shall be computed from the original date of employment.

ARTICLE XI

HOLIDAYS

A. Employees shall be entitled to fifteen (15) holidays. The holidays shall be compensated by granting equal compensatory time off. In addition to the above-mentioned holidays, whenever any other City Employee is granted a day off in observance of a Federal, State or Local holiday, the employees herein shall be entitled to receive an additional compensatory day for each day of observance by the other City Employees.

B. In addition to the above holidays, the employees shall receive three (3) personal days off each year. Employees shall be entitled to receive money at their regular rate of pay in lieu of taking a compensatory day off at their option.

C. Compensatory days off may be taken with the permission of the Chief or his designee after Labor Day and until June 15th, with the exception of the Memorial Day weekend.

ARTICLE XII

INSURANCE, HEALTH AND WELFARE

A. The City shall maintain insurance coverage at levels not less than presently in effect. The City shall have the right to change insurance coverage so long as substantially similar benefits are provided.

B. The City shall provide insurance coverage on employees in their personal vehicles when said vehicles are used on recalls or when used otherwise in the scope of employment.

C. The City shall supply to all employees necessary legal advice and counsel in the defense of charges filed against them in performance of their duty in accordance with applicable New Jersey Statutes. The selection of an attorney may be made by the employee subject to the approval of the Police Committee, which approval shall not be unreasonably withheld.

ARTICLE XIII
CLOTHING ALLOWANCE

A. The City shall continue to furnish an initial issue of uniforms to all new patrolmen.

B. Thereafter, the City shall provide an annual allowance of two hundred fifty dollars (\$250.00) for maintenance and replacement of uniforms except as specified below:

(a) Uniforms damaged in the line of duty shall be replaced by the City.

(b) Personal items damaged or destroyed in the line of duty shall be replaced by the City provided reasonable costs therefor are agreed to mutually.

(c) All service weapons shall be replaced at the discretion of the Chief of Police.

ARTICLE XIV

TIME OFF

A. Employees shall be granted time off without loss of pay for the following:

1. Death in the immediate family, from the date of death to and including the day of the funeral.

(a) Immediate family shall consist of wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, grandmother or grandfather.

(b) The maximum time off for any one occurrence shall be four (4) days. This time is not to be deducted from any other benefits.

ARTICLE XV

MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during a national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

B. Employees who are subject to mandatory pre-existing Reserve requirements (Annual Active Duty for Training) of the United States Armed Forces shall be given time off for such obligations in accordance with present practices.

ARTICLE XVI

COURT TIME

A. Should it become necessary for an employee to appear in Municipal or County Court during off-duty hours, he shall receive payment for such appearance on the following basis:

- (a) Municipal Court - \$10.00 per attendance at Municipal Court whether a single or multiple appearances are involved on a particular day.
- (b) County Court - \$20.00 per attendance at County Court whether a single or multiple appearances are involved on a particular day.

B. Such payments shall be made for appearances required by arrests made within the scope of the officer's employment.

ARTICLE XVII

QUALIFICATION OF EMPLOYMENT

The standards presently in effect for entrance to the position of Patrolman shall be maintained at not less than the present level.

ARTICLE XVIII

PERMISSION TO LEAVE THE CITY

The employees may leave the City during time off without receiving permission unless instructed otherwise during any specific emergency situation.

ARTICLE XIX

PATROL CARS

A. The City agrees to provide air-conditioned patrol cars with AM radios and heaters. In addition, the patrol cars shall contain a complete police package with shotguns installed.

B. There shall be at least one (1) unmarked car available at all times for every shift. The keys for said car shall be available at all times in Police Headquarters.

ARTICLE XX

UNSAFE VEHICLES

A. Vehicles which are declared unsafe by the Chief, or his designee, shall be repaired immediately or removed from service.

ARTICLE XXI

WAGES

A. The salary for Patrolmen shall be as follows:

	<u>1/11/73</u>	<u>7/1/73</u>	<u>1/1/74</u>	<u>7/1/74</u>
4th year	9,900	10,500	10,900	11,300
3rd year	9,500	10,100	10,500	10,900
2nd year	8,500	9,100	9,500	9,900
1st year	7,500	8,100	8,500	8,900

B. The salary for Sergeant shall be as follows:

10,800	11,400	11,800	12,200
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C. The salary for Lieutenants shall be as follows:

11,200	11,800	12,200	12,600
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D. The salary for Captain shall be as follows:

11,700	12,300	12,700	13,100
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ARTICLE XXII

LONGEVITY

A. In addition to salary, employees shall receive longevity pay to be computed at two per cent (2%) of employee's base pay for every five (5) years of service to a maximum of ten per cent (10%) after twenty-five (25) years of service. Longevity pay shall be computed from the original date of employment. Payment shall be made at the first pay period in December. Longevity payments shall commence January 1, 1974.

ARTICLE XXIII

PROBATIONARY PERIOD

New employees shall serve a probationary period of three (3) months. During said probationary period, they shall be paid as if they were qualified first year patrolmen. For purposes of seniority and longevity, the original date of hire should be used.

ARTICLE XXIV

SAVINGS BONDS

Upon written authorization, the City shall deduct appropriate amounts so specified by the employee from his pay check to be used in purchasing Savings Bonds for said employee.

ARTICLE XXV

MANPOWER

A. The police force shall be maintained at a strength not less than at present. The City agrees to maintain two (2) men on patrol whenever possible. Squads are to be maintained at full strength, by replacing manpower as quickly as possible.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

A. School. All members shall be compensated for attending school at their regular straight time rate of pay. Opportunities to attend school shall be posted and employees shall be chosen by ability and seniority. Employees attending school, in addition to all other compensation, shall receive compensation for meals and lodging at present amounts. The City agrees to compensate an employee for use of his personal vehicle for school at the rate of twelve cents (12¢) per mile.

B. All officers shall always appear neat but may wear sideburns and a mustache, so long as they are kept neat and trimmed.

C. Appointments to the position of K-9, Detectives, etc., shall be made after giving consideration to ability and seniority.

D. Each employee shall be entitled to one (1) hour lunch or dinner each day, and two (2) coffee breaks for each shift.

E. The City agrees to keep an up-to-date law library of the New Jersey Statutes in the Police Room.

ARTICLE XXVII

SEPARABILITY AND SAVINGS

A. The City and the P.B.A. recognize the applicability of Presidential Executive Order 11695 and other applicable present or future Executive Orders or Legislation dealing with economic controls on wages, prices, salaries, etc. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1973 or beyond cannot be legally made effective such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. Changes in existing benefits will be discussed with the P. B. A. prior to implementation.

ARTICLE XXIX
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1973, and shall remain in effect to and including December 31, 1974, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at North Wildwood, New Jersey, on this 18th day of June, 1973.

WILDWOOD LOCAL #59
POLICEMEN'S BENEVOLENT
ASSOCIATION OF NEW JERSEY

BY: *[Signature]*

ATTEST:

By: *William Dekey*
Anthony J. Sitter
Dale A. Reech

CITY OF NORTH WILDWOOD,
CAPE MAY COUNTY, NEW JERSEY

BY: *[Signature]*

ATTEST:

By: *Robert S. Slaw*
Albert E. Timbulla
Joseph E. Lick Jr.